

on, or appear in any court to prove the mortgage debt, all the costs and expenses of such appearance, shall be allowed the second party, its successors or assigns, and such costs and expenses shall bear ten per cent interest from the date of the payment by said second party, its successors or assigns, and shall be an additional lien upon the mortgaged real estate, concurrent with and collected in the same manner as the balance of the mortgage debt hereby secured.

That the property herein described being located in the State of Kansas this mortgage and the rights and indebtedness hereby secured shall, without regard to the place of contract or payment, be construed and enforced according to the laws of the State of Kansas, with reference to the laws of which state the parties to this agreement are now contracting.

NOW, if the payments are made as provided and all covenants and agreements fulfilled, this mortgage shall be null and void and shall be released at the cost of the first party, their heirs or assigns, which cost first party agrees to pay, but if the first party, their heirs and assigns, shall make default in the payment of any note or notes at maturity, or any interest thereon when due, or the taxes or assessments aforesaid, or any part of either, or if waste be committed on, or improvements be removed from said real estate without written consent of the second party, or if by reason of operation under any oil, gas or mineral lease, the premises are rendered unfit for agricultural purposes, in whole or in part, or the security impaired, or if any of the terms of this contract are violated, then in any or either of said events, the whole of the sums hereby secured shall, at the option of the second party, or the legal owner of said indebtedness, become immediately due and payable without notice, and thereupon this mortgage shall become absolute and the owner of said indebtedness may immediately cause the mortgage to be foreclosed in the manner prescribed by law, and shall be entitled to have a Receiver appointed to take charge of the premises, to rent the same and receive and collect the rents, issues and royalties thereof, under direction of the Court, and any amount so collected by such Receiver shall be applied, under direction of the Court, to the payment of any judgment rendered, or amount found due upon foreclosure of this mortgage.

Dated this second day of April 1923.

Dockie Clarence Sutton

Mable Sutton.

STATE OF KANSAS,)
SS.
County of Douglas

Before me, W. M. Clark, a Notary Public, in and for said County and State, on this 12 day of May, 1923, appeared Dockie Clarence Sutton and Mable Sutton (his wife), to me known to be the identical persons who executed the foregoing instrument, and such persons duly acknowledged the execution of the same.

My commission expires May 15/23 L. S.

W. M. CLARK
Notary Public in and for Douglas County,
Kansas.

Recorded May. 14. 1923

At 1:20 O'clock P. M.

*Witness my hand
and Notarial seal
the day and year
above set forth.*

Geo. B. Milman.
Register of Deeds.